

Appendix C – Student Acknowledgement

ACKNOWLEDGEMENT OF STUDENT OBLIGATIONS TO COURSE PROJECT SPONSOR **Computer Science Senior Capstone course, CSCI4308**

I, Angelo Vacca [PRINT NAME], Student, having enrolled in the University of Colorado Boulder's CSCI4308 academic course, acknowledge that I will be permitted to work on a related industry-sponsored Senior Design Project ("Course Project") only upon accepting certain responsibilities related to the sponsor's information and sponsor's ownership of results and deliverables of the Course Project.

By signing below, Student acknowledges and agrees to the following:

ACKNOWLEDGEMENT

Student wishes to participate in Course CSCI4308 (the "Academic Course") at University under the direction of the University's Academic Course Professor, Alan Paradise ("Course Director"), the purpose of which is to provide Student with experience applying skills and knowledge in the field of Computer Science to a technical problem in the field.

Congruex (hereinafter "Sponsor") has entered into an agreement with University dated 9/19/2022, titled Senior Design Student Project Fixed Price Agreement, (the "Project Agreement") for providing financial and mentoring support for students enrolled in the Academic Course to work on a particular technical problem described as follows:

CONTENT DELIVERY APPLICATION (hereinafter "Course Project").

While enrolled in the Course, Student wishes to devote his/her efforts to working on the Course Project. Students working on the Course Project may expect to receive the following educational benefits:

1. Student will have the opportunity to work on a real industry project.
2. Student will have the opportunity to interact and learn from industry experts who are mentors for the Course Project.
3. Student will have the opportunity to work with state of the art tools located at industry sites and within the Department of Computer Science.
4. As a result of interactions with industry sponsors, Student may obtain opportunities for professional advancement or employment.

In return for such educational, experiential, and other benefits of participating in the Course Project, Sponsor shall be entitled to take ownership of any New Intellectual Property. "Intellectual Property" includes: a) any art or process, machine, manufacture, design or composition, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws of the United States ("Inventions"), and b) original works of authorship fixed in a tangible medium of expression under the copyright laws of the United States ("Works"). "New Intellectual Property" shall mean all Intellectual Property conceived or first reduced to practice or made during the performance of this Agreement by the student(s) working on the Course Project.

AGREEMENT

1. Proprietary Information

- a. "Proprietary Information" shall mean all information provided by Sponsor to Student and clearly identified by conspicuous legend as proprietary or confidential by the Sponsor at the time of disclosure. In order to be considered proprietary, information disclosed orally or in any other transitory medium must be identified to the Student as proprietary at the time of disclosure and summarized in writing within thirty (30) days after such disclosure. Specifically excepted from this definition of Proprietary Information is all information:
 - (i) known by the receiving party at the time of disclosure;
 - (ii) publicly disclosed except by breach of this Agreement;
 - (iii) rightfully received by the receiving party from a third party without an express obligation of confidence;
 - (iv) independently developed by the employees or agents of either party without any use of Information provided by the other party; or
 - (v) is required by law or regulation to be disclosed.
- b. Except in connection with and in furtherance of Student's participation in the Academic Course and work on the Course Project (including but not limited to communications with Sponsor Mentor(s), University instructors and mentors, faculty advisors and other students enrolled in the Course Project), Student shall not at any time or in any manner use, copy, disclose,

divulge, transmit, convey, transfer or otherwise communicate any Proprietary Information to any person or entity, either directly or indirectly.

- c. Upon termination of Student's participation in the Academic Course and the Course Project, Student shall return to Sponsor Mentor or to the Course Director, all materials in his/her possession which contain Proprietary Information.
- d. Student's obligations to protect Proprietary Information shall survive for a period of three (3) years from the date of signature below.

I have read and accepted the responsibilities stated in Section 1 above.

_____ AV _____ (Student initials)

2. Student Inventions, Discoveries, and Works (New Intellectual Property)

- a. Student agrees to disclose promptly to the University and Sponsor the full details of any and all New Intellectual Property. Student shall accomplish disclosure by completing University's Invention Disclosure Form (Form available at <http://www.cu.edu/sites/default/files/pages/44180-disclose-technology/docs/idf.doc>), and returning to both Sponsor Mentor and University's course instructor a copy bearing the permanent address and dated signature of each student inventor.
- b. **Student hereby agrees to assign to Sponsor**, without further consideration, Student's entire right to any and all New Intellectual Property, which shall be the sole and exclusive property of Sponsor. If requested by Sponsor, Student shall accomplish such assignment of rights to Sponsor by completing a formal assignment document for recordation in the U.S. Patent and Trademark Office.
- c. Student agrees to cooperate with Sponsor's reasonable requests to assist Sponsor to obtain and from time to time enforce United States and foreign proprietary rights relating to New Intellectual Property. To that end, Student will execute, verify and deliver such documents and perform such other acts as Sponsor may reasonably request as necessary in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof.
- d. Student affirms that his/her obligation to assign New Intellectual Property to Sponsor does not overlap with (i) any other obligation of Student to assign Intellectual Property to University under Participant's work as an employee of University as further outlined under University's Administrative Policy Statement 1013, a copy of which is located at <http://www.cu.edu/sites/default/files/1013.pdf>; or (ii) any other contractual obligations that require Student to assign his/her Intellectual Property. If Student believes that Student may have overlapping obligations regarding his/her assignment of Intellectual Property, Student must address any such potential conflicts with University and Sponsor before signing the Project Agreement.

I have read and accepted the Intellectual Property assignment responsibilities stated in Section 2 above.

_____ AV _____ (Student initials)

No Consulting or Employment Contract. This Agreement is not a consulting or employment contract and by execution hereof the parties do not intend to create a consulting or employment contract.

Acknowledged and Agreed to by:

Student Signature: 

Print Name: Angelo Vacca

Dated: 9/19/2022